

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK-----X  
RACHEL VOLKEL

Index No. \_\_\_\_\_

Plaintiff,

- against -

**VERIFIED COMPLAINT  
JURY TRIAL DEMANDED**SMITHTOWN GOSPEL TABERNACLE and  
CAMP CHERITH IN THE ADIRONDACKS, INC. d/b/a  
CAMP CEDARBROOK IN THE ADIRONDACKS, INC  
Defendants.  
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Plaintiff Rachel Volkel by her attorneys Hach Rose Schirripa & Cheverie LLP, complaining of the Defendants Smithtown Gospel Tabernacle and Camp Cherith In The Adirondacks, Inc. d/b/a Camp Cedarbrook In The Adirondacks, Inc., respectfully alleges, upon information and belief and states as follows:

**NATURE OF THE ACTION**

1. When Rachel Volkel was just a five year old girl, she was sexually abused and assaulted by Ron Braaten, a youth minister employed by Smithtown Gospel Tabernacle, on property owned, operated and controlled by Smithtown Gospel Tabernacle and provided to Braaten for his exclusive use as a benefit of his employment with Smithtown Gospel Tabernacle. Braaten also raped Plaintiff on the grounds of Defendant Camp Cherith. As a result of the Defendants' negligence, Plaintiff's life was forever changed.

2. This is a revival action brought pursuant to CPLR § 214-g, the New York Child Victims Act (the "CVA"). The CVA opened a historic one-year one-time window for victims and survivors of childhood sexual abuse in the State of New York to pursue lapsed claims. Prior to the passage of the CVA, each of Plaintiff's claims were time barred the day she turned 22 years old.

3. As a result of the passage of the CVA, Plaintiff for the first time can now pursue restorative justice. Plaintiff brings suit to vindicate her rights.

### **PARTIES**

4. Plaintiff Rachel Volkel ("Plaintiff") is an individual residing in Suffolk County, New York.

5. At all times relevant, and to the present day, Defendant Smithtown Gospel Tabernacle ("SGT") was and is a not-for-profit religious corporation organized and existing under and by virtue of the laws of the State of New York and located at 1 Higbie Drive, Smithtown, New York 11787, in Suffolk County.

6. At all times relevant, Defendant Camp Cherith in the Adirondacks ("Cherith") was, and is, a domestic non-profit corporation duly organized and existing under and by virtue of the laws of the State of New York.

7. On July 1, 1966, Cherith was opened with a wonderful dedication day. In that first summer, more than 1,000 camper weeks were filled, demonstrating to all how much the camp was needed. To date, more than 20,000 girls have gone camping in the Adirondacks under the Camp's supervision and guidance.

8. Cherith changed its name in 2008 to Camp Cedarbrook in the Adirondacks and has been doing business as Camp Cedarbrook in the Adirondacks ever since.

9. At all times relevant, Defendant Cherith operated at 59 Davignon Road Corinth New York, 12822. Hereinafter, the camp located at 59 Davignon Road Corinth, New York 12822 is referred to as the "Camp Premises."

10. Ron Braaten (“Braaten” or “Plaintiff’s abuser”) is not a party to this action. However, Braaten is the individual who committed the illegal, heinous, and immoral acts described herein which give rise to Plaintiff’s allegations.

11. At all relevant times hereto, Braaten was employed as a Youth Pastor/Minister by SGT and lived at 56 Brooksite Dr. Smithtown, New York 11787 (hereinafter referred to as the “Church Premises”).

12. At all relevant times, Braaten was an agent of SGT.

### **JURISDICTION AND VENUE**

13. This Court has personal jurisdiction over the claims asserted herein pursuant to C.P.L.R. §§ 301 and 302, in that all parties reside in New York.

14. This Court has jurisdiction over this action because the amount of damages Plaintiff seeks exceed the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

15. Venue for this action is proper in the County of Suffolk pursuant to C.P.L.R. § 503 in that Plaintiff resides in this County and a substantial part of the events and omissions giving rise to the claim occurred in Suffolk County.

### **FACTS COMMON TO ALL CAUSES OF ACTION**

16. Braaten and his family lived in a house near SCS on the Premises which was provided by SGT as a benefit of his employment.

17. Upon information and belief, and at all times relevant hereto, SGT was the owner of the Church Premises and held itself out to the public as the owner of the Church Premises.

18. Upon information and belief, and at all times relevant hereto, SGT held out to the public its agents, servants, and employees, including Braaten, as those who managed, maintained, operated and controlled the Church Premises.

19. Despite being located on the Church Premises near SCS and other SGT community meeting places, SGT did not have any security measures in place for the Church Premises.

20. Upon information and belief, SGT tasked Braaten with securing and maintaining the safety of the Church Premises for his family and invited guests, including Plaintiff.

21. By way of Braaten's position at SGT, he held a certain stature in the Christian community of Smithtown.

22. Braaten used his position as a Youth Minister at SGT to have access to children.

23. Braaten (and his wife) preached morality in the community, pushing the mission of SGT in all facets of their day. As such, the whole Braaten family worked at constructing Braaten's facade among the community, including Plaintiff's Christian parents.

***Plaintiff Meets Braaten Who Targeted Plaintiff For Sexual Abuse***

24. Plaintiff first met Braaten in 1993 when she was in the same kindergarten class at Smithtown Christian School<sup>1</sup> with his daughter.

25. At the time, Plaintiff was a happy, affectionate, bubbly five year old.

26. Plaintiff and Braaten's daughter became friends at school and often played with one other outside of school. These playdates mostly took place at the Braaten family residence located on the Premises.

27. Braaten immediately targeted Plaintiff for abuse. On one of Plaintiff's first play dates with Braaten's daughter, he inquired about Plaintiff's age and when Plaintiff responded "five," Braaten stared at Plaintiff and said oddly, "perfect."

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<sup>1</sup> Smithtown Christian School ("SCS"), a ministry of SGT, opened in 1978, at the former Sweetbriar Elementary School, an excessed Smithtown Public School building that had been purchased by SGT.

***Braaten Begins to Groom Plaintiff***

28. As soon as Plaintiff began to visit the Braaten home on the Church Premises, Braaten began to sexually groom Plaintiff.

29. First, during Plaintiff's playdates, Braaten would make Plaintiff sit on his lap.

30. As Braaten would talk to Plaintiff, he began to rub her stomach over her clothes, which eventually morphed into Braaten rubbing Plaintiff's bare stomach.

31. Eventually, Braaten would force Plaintiff to sit on his lap and then began to slide his hands under the elastic of Plaintiff's underpants and would continue to talk to Plaintiff as Braaten continued to softly rub Plaintiff's stomach area and moved his hands lower and lower, not yet touching her vagina, but the area surrounding it.

***Braaten Repeatedly Sexually Assaulted Plaintiff***

32. Plaintiff was fearful and uncomfortable but she was taught that Braaten was a man of God, and a "good man" and did not know what to do in response to this behavior.

33. When Braaten removed his hand from Plaintiff's underwear, he then grabbed Plaintiff's hand and forced her to touch his erect penis.

34. Braaten's pattern of behavior was repeated on multiple occasions on the Church Premises.

35. On another occasion, Plaintiff arrived for a play date after school with Braaten's daughter. Typically, Plaintiff and the other children at SCS wore uniforms. On this day, the children had dressed up and Plaintiff was wearing a fancy dress.

36. After arriving at the Church Premises, Plaintiff changed into play clothes and began to commence playing with Braaten's daughter.

37. Braaten dragged Plaintiff into his bedroom and on the bed was the fancy dress Plaintiff had worn to school. Braaten undressed Plaintiff and redressed her in her fancy dress like a real-life doll. Braaten, sitting on the side of his bed, then forced Plaintiff to manually manipulate his erect penis. During this act, he whispered “that’s good,” “there you go,” and “good girl” to Plaintiff. When Braaten released Plaintiff’s hand from his erect penis, Plaintiff tried to escape the room. However, Braaten prevented Plaintiff from leaving the room, and forced Plaintiff to sit down on the bed, and then forced open Plaintiff’s mouth and inserted his erect penis inside. Plaintiff tried to back-up and escape, but Braaten held her still. Plaintiff, crying and trying to free herself, was no match for Braaten and his physically imposing size. Braaten pushed his penis further and harder into Plaintiff’s mouth until Plaintiff heard a cracking noise and felt a sharp pain in her jaw. Braaten continued on. When Braaten finished, Plaintiff went into the bathroom and vomited.

38. Braaten repeated this act over and over again for the next year of Plaintiff’s life and throughout first grade.

39. By the end of second grade, Plaintiff learned that the Braaten family would be moving to a different country to become missionaries of SGT.

40. Unbeknownst to Plaintiff, the Braaten family remained in the United States.

41. In July 1996, Plaintiff attended Camp Cherith. Nestled in the wilderness of the Adirondack Mountains near Lake George, Camp Cherith’s stated mission was to reach and disciple girls for Jesus Christ.

42. Plaintiff attended Camp Cherith because it had been promoted by Braaten, his Wife, and other members of SGT, as a result of their mission to promote Christian ideals in the Suffolk Christian community.

43. Upon information and belief, Braaten's wife was employed at Cherith in the summer of 1996.

44. Upon information and belief, and at all times relevant hereto, Cherith was the owner of the Camp Premises and held itself out to the public as the owner of the Camp Premises.

45. Upon information and belief, and at all times relevant hereto, Cherith held out to the public its agents, servants, and employees, including Braaten's wife, as those who managed, maintained, operated and controlled the Camp Premises.

46. Upon information and belief, Cherith failed to screen staff, employees, their guests, or employee's family members.

47. Upon information and belief, staff and their family members had unfettered access to the Camp Premises.

48. Upon information and belief, Cherith did not have any security to protect campers, like Plaintiff, from harm.

49. Upon information and belief, Cherith provided housing to its staff and employees on the Camp Premises.

50. At Cherith, staff housing was provided at the "Bird House" which was located on the Camp Premises.

51. Upon information and belief, in the summer of 1996, the Braaten family had been staying at Cherith and utilized the "Bird House" as Braaten's wife was employed at Cherith.

52. Upon information and belief, Cherith relied on the occupants of the "Bird House" to ensure the safety and maintenance of the Camp Premises when invitees were at the "Bird House."

53. While attending Camp Cherith, Plaintiff was preparing to participate in swimming activities. As she was near the lake, Plaintiff noticed Braaten's daughter near the lake. Braaten's daughter asked Plaintiff if Plaintiff wanted to see her house which was close by to where Plaintiff was swimming and playing with other campers.

54. When Plaintiff and Braaten's daughter arrived at the "Bird House," no one was home. The girls grabbed a few books, coloring items, and puzzles - then carried it all of their supplies over to a different bedroom that did not look like a child's bedroom.

55. At some point while playing with Braaten's daughter, Braaten returned home. Plaintiff was immediately scared.

56. After Braaten entered the room, undressed Plaintiff, commanded Plaintiff to the floor and forcibly put his mouth on Plaintiff's vagina. Plaintiff tried to fight Braaten off by punching his head, but it was to no avail.

57. Immediately after forcibly performing oral sex on Plaintiff, Braaten stood up, grabbed Plaintiff by the hands and held her hands down, using his knee to kick her legs apart. Braaten using one hand to hold Plaintiff's hands above her head, took his other hand, put his finger in his mouth, stared Plaintiff in the eye and pushed his finger inside Plaintiff's vagina. Unfortunately, Braaten did not end his brutality there and he forcibly inserted his erect penis into Plaintiff's vagina. Eventually, Braaten released Plaintiff and Plaintiff made her way – after vomiting several times along the way – to the camp showers to clean up. Plaintiff was seven (7) years old.

58. After her rape, Plaintiff never saw Braaten again.

59. Upon information and belief, Braaten and his family commenced international missionary work in Africa in the fall of 1996.



60. Upon information and belief, Braaten's missionary work was financially supported and promoted by SGT for many years after Plaintiff's sexual abuse and assault.

61. At all relevant times described herein, Plaintiff could not legally nor did she provide consent to Braaten's actions.

62. At all relevant times described herein, Braaten's actions were not only immoral, but a violation of the New York State Penal Code.

63. Upon information and belief, Braaten sexually assaulted other minor children.

64. As a direct result of the Defendants' conduct described herein, Plaintiff has suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, and physical manifestations of emotional distress. Plaintiff was prevented from obtaining the full enjoyment of life; has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling; and has incurred and will continue to incur loss of income and/or loss of earning capacity. As a victim of sexual abuse, Plaintiff is unable at this time to fully describe all of the details of that abuse and the extent of the harm suffered as a result.

### **CAUSES OF ACTION**

#### **FIRST CAUSE OF ACTION NEGLIGENT HIRING AND SUPERVISION AGAINST DEFENDANT SGT**

65. Plaintiff repeats and re-alleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

66. That Defendant SGT negligently hired and/or retained its employee Braaten with knowledge of Braaten's propensity for the type of behavior which resulted in Plaintiff's injuries in this action.

67. That Defendant SGT negligently placed its employee Braaten in a position to cause foreseeable harm, which most probably would not have occurred had the employer taken reasonable care in the hiring of employees.

68. That Defendant SGT negligently hired its employee Braaten, negligently placed its employee Braaten in a position to cause foreseeable harm which Plaintiff would not have been subjected to if the Defendant taken reasonable care in supervising the employee Braaten.

69. That Defendant SGT knew or should have known of its employee Braaten's propensity for the conduct that caused Plaintiff's injuries.

70. That Defendant SGT negligently failed to properly supervise its employee Braaten.

71. That as a result of the foregoing Plaintiff was seriously and permanently injured.

72. That said occurrence and the resulting injuries to Plaintiff were caused solely and wholly by reason of the negligence and carelessness of Defendant SGT in the ownership, operation, management, maintenance, control, security and supervision of the Church Premises and employees within the Church Premises, specifically Braaten.

73. That as a result of the foregoing, Plaintiff was injured solely and wholly as a result of the negligence, carelessness and recklessness of the Defendant SGT, without any negligence on the part of the Plaintiff contributing thereto.

74. By reason of the foregoing, Defendant SGT is liable to Plaintiff for compensatory damages and for punitive damages, together with interests and costs.

**SECOND CAUSE OF ACTION  
NEGLIGENCE  
AGAINST DEFENDANT SGT**

75. Plaintiff repeats and re-alleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

76. At all times relevant, Defendant SGT owned, operated, managed, maintained, controlled, secured and supervised the Church Premises and employees within the Church Premises.

77. At all times relevant Defendant SGT, as the owner, operator, supervisor and manager of the Church Premises and the employees within the Church Premises had a duty to protect the Plaintiff from injury while Plaintiff was lawfully within the Church Premises.

78. That at all times relevant, while lawfully upon the premises, Plaintiff was caused to be injured solely and wholly due to the negligence and carelessness of Defendant SGT.

79. That solely and wholly by reason of the foregoing, Plaintiff was injured.

80. That said occurrence and the resulting injuries to Plaintiff were caused solely and wholly by reason of the negligence and carelessness of Defendant SGT in the ownership, operation, management, maintenance, control, security and supervision of the premises and the employees within the Church Premises.

81. That as a result of the foregoing, Plaintiff was injured solely and wholly as a result of the negligence, carelessness and recklessness of the Defendant SGT, without any negligence on the part of Plaintiff contributing thereto.

82. By reason of the foregoing, Defendant SGT is liable to Plaintiff for compensatory damages and for punitive damages, together with interests and costs.

**THIRD CAUSE OF ACTION  
NEGLIGENCE  
AGAINST DEFENDANT CHERITH**

83. Plaintiff repeats and re-alleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

84. At all times relevant, Defendant Cherith owned, operated, managed, maintained, controlled, secured and supervised the Camp Premises and employees within the Camp Premises.

85. At all times relevant Defendant Cherith, as the owner, operator, supervisor and manager of the Camp Premises and the employees within the Camp Premises had a duty to protect the Plaintiff from injury while Plaintiff was lawfully within the Camp Premises.

86. That at all times relevant, while lawfully upon the premises, Plaintiff was caused to be injured solely and wholly due to the negligence and carelessness of Defendant Cherith.

87. That solely and wholly by reason of the foregoing, Plaintiff was injured.

88. That said occurrence and the resulting injuries to Plaintiff were caused solely and wholly by reason of the negligence and carelessness of Defendant Cherith in the ownership, operation, management, maintenance, control, security and supervision of the premises and the employees within the Camp Premises.

89. That as a result of the foregoing, Plaintiff was injured solely and wholly as a result of the negligence, carelessness and recklessness of the Defendant Cherith, without any negligence on the part of Plaintiff contributing thereto.

90. By reason of the foregoing, Defendant Cherith is liable to Plaintiff for compensatory damages and for punitive damages, together with interests and costs.

**THIRD CAUSE OF ACTION  
INADEQUATE SECURITY  
AGAINST DEFENDANT SGT**

91. Plaintiff repeats and re-alleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

92. That Defendant SGT negligently failed to provide adequate security to Plaintiff while Plaintiff was lawfully within the Church Premises.

93. That Defendant SGT negligently failed to provide adequate security to Plaintiff while Plaintiff was lawfully within the Church Premises and while Defendant SGT had knowledge or should have had knowledge that a lack of security would not protect occupants of the Church Premises from being victims of crime or being injured while on the Church Premises.

94. That Defendant SGT negligently failed to safeguard Plaintiff, a minor.

95. That Defendant SGT knew or should have known that a lack of security would not protect occupants of the Church Premises from being victims of crime or being injured while on the Church Premises and that the lack of security caused Plaintiff's injuries and that Defendant SGT negligently failed to take reasonable measures to protect and provide security to the Plaintiff.

96. That as a result of the foregoing Plaintiff was seriously and permanently injured.

97. That said occurrence and the resulting injuries to Plaintiff were caused solely and wholly by reason of the negligence and carelessness of Defendant SGT in the ownership, operation, management, maintenance, control, security and supervision of the Church Premises and employees within the Church Premises.

98. That as a result of the foregoing, Plaintiff was injured solely and wholly as a result of the negligence, carelessness and recklessness of the Defendant SGT without any negligence on the part of the Plaintiff contributing thereto.

99. By reason of the foregoing, Defendant SGT is liable to Plaintiff for compensatory damages and for punitive damages, together with interests and costs.

**FOURTH CAUSE OF ACTION  
INADEQUATE SECURITY  
AGAINST DEFENDANT CHERITH**

100. Plaintiff repeats and re-alleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

101. That Defendant Cherith negligently failed to provide adequate security to Plaintiff while Plaintiff was lawfully within the Camp Premises.

102. That Defendant Cherith negligently failed to provide adequate security to Plaintiff while Plaintiff was lawfully within the Camp Premises and while Defendant Cherith had knowledge or should have had knowledge that a lack of security would not protect occupants of the Camp Premises from being victims of crime or being injured while on the Camp Premises.

103. That Defendant Cherith negligently failed to safeguard Plaintiff, a minor.

104. That Defendant Cherith knew or should have known that a lack of security would not protect occupants of the Camp Premises from being victims of crime or being injured while on the Camp Premises and that the lack of security caused Plaintiff's injuries and that Defendant Cherith negligently failed to take reasonable measures to protect and provide security to the Plaintiff.

105. That as a result of the foregoing Plaintiff was seriously and permanently injured.

106. That said occurrence and the resulting injuries to Plaintiff were caused solely and wholly by reason of the negligence and carelessness of Defendant Cherith in the ownership, operation, management, maintenance, control, security and supervision of the Camp Premises and employees within the Camp Premises.

107. That as a result of the foregoing, Plaintiff was injured solely and wholly as a result of the negligence, carelessness and recklessness of the Defendant Cherith without any negligence on the part of the Plaintiff contributing thereto.

108. By reason of the foregoing, Defendant Cherith is liable to Plaintiff for compensatory damages and for punitive damages, together with interests and costs.

**FIFTH CAUSE OF ACTION  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

**AGAINST DEFENDANT SGT**

109. Plaintiff repeats and re-alleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

110. Defendant SGT and their agents, servants, and/or employees knew or reasonably should have known that the failure to properly advise, supervise, and hire Braaten, the agent, servant, and/or employee who sexually abused Plaintiff, and the failure to maintain adequate security on the Church Premises, would and did proximately result in physical and emotional distress to Plaintiff.

111. Defendant SGT and their agents, servants, and/or employees knew or reasonably should have known that the sexual abuse and other improper conduct would and did proximately result in physical and emotional distress to Plaintiff.

112. Defendant SGT had the power, ability, authority, and duty to intervene with and/or stop the improper conduct that resulted in Plaintiff being sexually abused by Braaten.

113. Despite said knowledge, power and duty, Defendant SGT negligently failed to act so as to stop, prevent, and prohibit the improper conducted that resulted in Braaten sexually abusing Plaintiff.

114. By reason of the foregoing, Defendant SGT is liable to Plaintiff for compensatory damages and punitive damages, together with interests and costs.

**SIXTH CAUSE OF ACTION  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS  
AGAINST DEFENDANT CHERITH**

115. Plaintiff repeats and re-alleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

116. Defendant Cherith and their agents, servants, and/or employees knew or reasonably should have known that the failure to provide adequate security to Plaintiff while Plaintiff was lawfully within the Camp Premises, would and did proximately result in physical and emotional distress to Plaintiff.

117. Defendant Cherith and their agents, servants, and/or employees knew or reasonably should have known that sexual abuse and other improper conduct would and could occur on a premises filled with children, and that sexual abuse which occurred on the Premises did proximately result in physical and emotional distress to Plaintiff.

118. Defendant Cherith had the power, ability, authority, and duty to intervene with and/or stop the improper conduct that resulted in Plaintiff being sexually abused by Braaten.

119. Despite said knowledge, power and duty, Defendant Cherith negligently failed to act so as to stop, prevent, and prohibit the improper conducted that resulted in Braaten sexually abusing Plaintiff.

120. By reason of the foregoing, Defendant Cherith is liable to Plaintiff for compensatory damages and punitive damages, together with interests and costs.

**WHEREFORE**, Plaintiff demands judgment against the Defendants on each cause of action as follows:

- A. Awarding compensatory damages in an amount to be provide at trial, but in any event in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; extent permitted by law;
- B. Awarding punitive damages to the extent permitted by law;
- C. Awarding costs and fees of this action, including attorneys' fees to the extent permitted by law;



- D. Awarding prejudgment interest to the extent permitted by law;
- E. Awarding such other and further relief as to this Court may seem just and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

Dated: New York, New York  
October 4, 2019

Respectfully Submitted,

**HACH ROSE SCHIRIPPA & CHEVERIE, LLP**



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*Attorneys for Plaintiff Rachel Volkel*

ATTORNEY VERIFICATION

Hillary M. Nappi, an attorney duly admitted and licensed to practice law in the courts of the State of New York, hereby affirms, pursuant to C.P.L.R. ¶ 2106, states under the penalty of perjury, as follows:

I am an associate at Hach Rose Schirripa & Cheverie LLP, attorneys for the Plaintiff herein, and as such, fully familiar with all the facts and circumstances heretofore stated herein by reason of a file maintained in our office located at 112 Madison Avenue, 10<sup>th</sup> floor, New York, New York 10016; I have read the foregoing Complaint, and the same is true to our own knowledge, except as to the matters therein stated to be alleged upon information and belief and, as to those matters, we believe them to be true; and that this verification is being made by us because the Plaintiff does not reside within New York County wherein our office is located.

Dated: October 4, 2019  
New York, New York

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